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AN ORDINANCE AMENDING ORDINANCE NO. 73-4, KNOWN AS THE
SUBDIVISION AND PLATTING REGULATIONS OF PALM BEACH COUNTY;
 AMENDING PARAGRAPH A, MEDIAN STRIPS, OF SECTION XV, ARTICLE
 X; CREATING APPENDIX 16, ESCROW AGREEMENT; PROVIDING FOR
 SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND
 PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
 PALM BEACH COUNTY, FLORIDA, that Ordinance No. 73-4, as amended, known as
 the Subdivision and Platting Regulations of Palm Beach County, is amended
 in part as follows:

Section 1. Paragraph A, Median Strips, of Section XV, Article X, is
 hereby amended to read:

A. MEDIAN STRIPS--Median strips which are part of a dedicated
 or deeded public right of way may not be utilized for any
 purpose other than by the County or public utility. How-
 ever a developer or property owner may beautify a median
 strip and/or swale areas with landscaping in accordance
 with Subsection 4.I. of the Palm Beach County Landscape
 Code under permit issued by the County Engineer after
 submission and approval of landscaping plans and executing
 a maintenance agreement approved by the County Attorney's
 Office.

Section 2. Appendix 16 is hereby created to read:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, entered into this _____ day of _____, _____, by
 (name of developer)
 and between as appears on contract, hereinafter referred to as the DEVELOPER,
 and (bank's name), of (City and State), hereinafter referred to
 ASSOCIATION.

WITNESSETH:

WHEREAS, DEVELOPER is owner of that real property located in Palm
 Beach County, Florida, described as:

(legal description)

which the DEVELOPER proposes to plat under the name of name of plat as it
appears on contract; and

WHEREAS, certain development work is required to be done on said real
 property in accordance with the plans and specifications prepared by _____

_____, together with any amendments or modifications thereto and
 together with any other approved drawings and/or plans therefore or approved
 amendments to same; and

WHEREAS, in order to satisfy the requirements of the Palm Beach County
 Subdivision and Platting Regulations, Ordinance No. 73-4, as amended, as to
 the securing of said development work before Palm Beach County will approve
 the recording the said plat of _____, the DEVELOPER has de-
 posited with the ASSOCIATION the sum of _____ Dollars
 (\$_____) representing one hundred and ten percent (110%) of the total
 cost of the said development improvements which escrow funds are to be
 released to the DEVELOPER for payment of said development expenses pursuant
 to the terms hereof;

NOW, THEREFORE, in consideration of the covenants and agreements contained
 herein, the parties hereto agree as follows:

1. The deposited funds shall be released to the DEVELOPER upon written
 approval of Palm Beach County (hereinafter referred to as COUNTY) which shall
 approve the release of the funds on deposit not more than once a month to
 the DEVELOPER on the recommendation of the County Engineer, in amounts due
 for work done to date, based on the percentage completion of the work mul-
 tiplied by the respective work costs less ten percent (10%) and further,
 that upon completion of the work, the COUNTY shall approve the release to
 the DEVELOPER, on the recommendation of the County Engineer, of any remainder
 to the DEVELOPER. In the event, however, that DEVELOPER shall fail to comply
 with the requirements of the Contract for Construction of Required Improve-
 ments between DEVELOPER and COUNTY, No. _____, then the ASSOCIATION agrees
 to pay to the COUNTY, immediately upon demand, the balance of the funds held
 in escrow by the ASSOCIATION, as of the date of the demand, provided that
 upon payment of such balance to the COUNTY, the COUNTY will have executed and

1 delivered to the ASSOCIATION in exchange for such funds a statement to be
2 signed by the County Engineer of Palm Beach County to the effect that:
3 (a) DEVELOPER has failed to comply with the requirements of the Contract
4 for Construction of Required Improvements above-mentioned; (b) the COUNTY,
5 or its authorized agent, will complete the work called for under the terms
6 of the above-mentioned contract to the extent of the funds then held in
7 escrow; (c) the escrow funds drawn down by the COUNTY shall be used for,
8 but not limited to, engineering, legal and contingent costs and expenses,
9 also to offset any damages, either direct or consequential, which the COUNTY
10 may sustain on account of the failure of the DEVELOPER to carry out and
11 execute the above-described development work; and, (d) the COUNTY will
12 promptly repay to the ASSOCIATION any portion of the funds drawn down
13 and not expended in completion of the said development work.

14 2. It is agreed that written notice to the ASSOCIATION by the COUNTY,
15 specifying what amounts are to be paid to the DEVELOPER shall constitute
16 authorization by the COUNTY to the ASSOCIATION for release of the specified
17 funds to the DEVELOPER. Payment by the ASSOCIATION to the DEVELOPER of
18 the amounts specified in a letter of authorization by the COUNTY to the
19 ASSOCIATION shall constitute a release of the ASSOCIATION for the funds
20 disbursed in accordance with the letter of authorization from the COUNTY.

21 3. It is further agreed that should the funds held in escrow be
22 insufficient to complete the required improvements that the COUNTY, after
23 duly considering the public's interest, health, safety and welfare, may
24 at its option complete the required improvements and resort to any and all
25 legal remedies against the DEVELOPER.

26 4. Nothing in this Agreement shall make the ASSOCIATION liable for
27 any funds other than those placed on deposit by the DEVELOPER in accordance
28 with the foregoing provisions; provided, that the ASSOCIATION does not re-
29 lease any monies to the DEVELOPER except as stated in this Escrow Agreement.

30 5. By execution of this Agreement the ASSOCIATION acknowledges receipt
31 from the DEVELOPER for deposit in escrow in accordance with the terms and
32 conditions of this Agreement the sum of _____ Dollars (\$_____.).

1 IN WITNESS WHEREOF, the parties hereto have set their hands and seals
2 this ____ day of _____. ____.

3 (CORPORATE SIGNATURE BLOCK)

4 a corporation of the State of _____.
5

6 ATTEST:

7 By: _____
(typed name and title)

8 _____ [Impressionable Corporate Seal]

9 (INDIVIDUAL SIGNATURE BLOCK)

10 WITNESSES:

11 _____ [typed name]

12 (ASSOCIATION SIGNATURE BLOCK)

13 _____, of _____
14 _____
15 _____

16 ATTEST:

17 By: _____
(typed name and title)

18 _____ [Impressionable Corporate Seal]

19 STATE OF _____
20 COUNTY OF _____

21 BEFORE ME, a notary duly authorized in the State and County named above
22 to take acknowledgements personally appeared _____ and _____,
23 who acknowledged themselves to be the _____ and _____, and as such officers,
24 respectively, of _____ of _____, and as such officers
25 being authorized to execute the above Escrow Agreement for the purposes there-
26 in contained.
27 WITNESS my hand and seal this ____ day of _____, in the County
28 and State aforesaid.

29 My Commission Expires:

30 Notary Public

31 [Impressionable Seal]

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remainder of this ordinance.

Section 4. Inclusion in the Code. The provisions of this ordinance shall become and be made a part of the Code of Laws of Ordinances of Palm Beach County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such; and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. Effective Date. The provisions of this ordinance shall become effective upon receipt of acknowledgment by the Department of State, State of Florida.

APPROVED AND ADOPTED by the Board of County Commissioners of Palm Beach County, Florida, on the 23rd day of May, 1978.

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: Rex B. H.
Vice Chairman

Acknowledged by the Department of State, State of Florida, on this
1st day of June, 1978.

EFFECTIVE DATE: Acknowledgment from the Department of State received
on June 6, 1978, at 4:48 p.m. and filed in the Office
of the Clerk of the Board of County Commissioners of Palm Beach County,
Florida.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

James L. Dill
CO-OWNER ATTORNEY

COUNTY OF PALM BEACH, STATE OF FLORIDA

CLERK OF CIRCUIT COURT

I, John B. Dunkle, Clerk of the Fifteenth Judicial Circuit Court of the State of Florida and Clerk of the Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 78-9, amending Ordinance No. 73-4, known as the Subdivision and Platting Regulations of Palm Beach County, approved and adopted by the Board of County Commissioners in regular session May 23, 1978, as shown by the records of this office.

Given under my hand and the Seal of the
Board of County Commissioners of Palm
Beach County, Florida, at the County
Courthouse, West Palm Beach, Florida,
this the 16th day of June A. D., 1978.

JOHN B. DUNKLE, Clerk of
Circuit Court and Clerk of the
Board of County Commissioners.

By Paul Leard
Paul Leard
Comptroller/Deputy Clerk